

Important information about your Student Contract with Liverpool Hope University

Liverpool Hope University International Study Centre 2026-27

1. Introduction

- 1.1. If you require these terms and conditions or any of the documents referred to in this document in a different format for your ease of reference, please contact caseworker@hope.ac.uk.
- 1.2. This document sets out the terms and conditions between Liverpool Hope University (“the University”) and students on international foundation, undergraduate and postgraduate courses leading to an award of the University, delivered through the Liverpool Hope University International Study Centre (LHISC) by Malvern HE Partnerships who are the delivery partner.
- 1.3. If you decide to accept an offer from Liverpool Hope University, a legally binding contract will be formed between you and the University. For students who receive their offer directly from the University, your contract takes effect when you accept the University’s offer of admission in accordance with the terms of your offer letter.
- 1.4. **Your acceptance has immediate cost implications and creates financial commitments. Your attention is drawn in particular to Clauses 1.6, 6, 12, 13 and 14.**
- 1.5. Once accepted, this contract will last until you have completed your studies at the University.
- 1.6. You have the right to cancel this contract in writing by contacting admission@hope.ac.uk or by using the [Admissions Cancellation form](#) at any time within **14 days** of your acceptance of the University’s offer, without giving any reason. In such circumstance, you will be entitled to a refund of any deposit or programme fee that you have paid to the University prior to your decision to cancel. All notices of cancellation must be made in writing.
- 1.7. **You must participate fully in your programme and take responsibility for your own learning. This will include committing to the obligations and requirements set by your tutors, for example submitting work when required to do so, meeting deadlines and attending tutorials, classes and lectures. It is your responsibility to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life.**
- 1.8. Your rights and obligations to the University and the University’s obligations to you arising from the contract are set out in the documents listed below, which form part of the terms and conditions of your student contract:
 - 1.8.1. Your offer letter
 - 1.8.2. The University’s Rules, Regulations and Policies – ; rules,

regulations and policies relating to your programme of study can be found in the Student Guide.

1.8.3. Whilst you are undertaking studies delivered by LHISC you will be subject to all Liverpool Hope University Policies, with the exception of a small number relating to attendance monitoring and cancellation and refund terms. For the avoidance of doubt these are:

- [Malvern Attendance Policy](#)
- Malvern HE Partnerships Fees Cancellation and Refund Terms (Appendix 1).

It is very important that you familiarise yourself with these and comply with them.

1.8.4 Matters related to tuition fees can be found in section 6 of this contract.

1.8.5 The LHISC Handbook is also applicable to your studies.

1.9. The University and/or LHISC may change any one of the policies, regulations, procedures or codes of practice, or any other elements of your contract from time to time in order to ensure that it operates efficiently for students, is consistent with best practice and/or complies with any legal or regulatory requirements. The University will ensure that any important changes to these documents are notified to you as soon as possible.

1.10. **The University expects you to attend all of your timetabled learning activities and to advise the University as soon as possible if circumstances arise which affect your ability to do so. The University may require you to repeat or withdraw from your studies on academic or attendance grounds in accordance with the University's Regulations.**

2. Suspension of Courses Prior to Registration

2.1. The University makes every effort to provide the courses it has advertised in its prospectus and other promotional material. However, there are occasions, for reasons beyond the University's control, or when numbers are so low that the student experience would be diminished, when it is not possible to deliver a course in a given academic year even though offers for the course have been made. In such cases, the University will make every possible effort to offer you a place on an alternative course at the University or release you to allow you to seek an alternative course at another provider.

3. Discontinuing a Course Post Registration

3.1. The University has developed a Student Protection Plan, approved by the Office for Students, this plan sets out what the University will do if there is a risk that the University is unable to preserve continuity of study for you.

- 3.2. If the University discontinues your course once you have already started the course and we are unable to complete delivery of the course, the University will inform you as soon as is reasonably possible. In such circumstances, the University will endeavor to offer the course for a reasonable amount of time. If this is not possible, the University will use all reasonable efforts to transfer you to a suitable alternative University course for which you are qualified. If the University is unable to provide a suitable alternative or if you are unhappy with the recommended alternative course, you may cancel the Contract and withdraw from the course.

If you are studying on a programme delivered directly by Liverpool Hope University then the University has a Refund and Compensation Policy that operates in these situations which can be found in Annex C of the Regulations for the Payment of University Fees document.

Students studying on provision delivered by LHISC should refer to the Malvern HE Partnerships Fees Cancellation and Refund Terms (Appendix 1).

4. Changes to a Course

- 4.1. The University is continuously developing, refining and improving its services and courses, and introducing new options for the benefit of its students. This may be to reflect student feedback or matters of academic judgement or expertise, to accommodate changes or developments in learning theory or practice or teaching practices or facilities, or to keep courses and areas of study current. This may lead to changes in the terms, timetable, content, assessment, syllabus and/or module availability, location or method of delivery (including any face-to-face delivery to remote delivery where necessary) of courses from those set out in Subject Leaflets, the prospectus or website.
- 4.2. In circumstances where there is no material disadvantage to you or when it is solely for your benefit, the University and LHISC reserves the right to make minor variations to the contents or methods of delivery of courses from those described in the prospectus or other promotional material. Such changes will take account of the reasonable expectations of prospective and current students.
- 4.3. In circumstances where it is necessary to make a material change to your course (likely to have a significant impact on your studies as reasonably determined by the University), the University will consult with you before final decisions are made and consider your concerns (subject to section 4.4 below). The University will assess these against the needs of the wider student body. If you are unhappy with the material change(s) to your course, you may cancel the Contract and withdraw from the course.
- 4.4. Section 4.3 above shall apply except where the change is required for regulatory or legal reasons, or on account of events beyond the University's control (see below under clause 5), in which case the University will notify you of this as soon as possible and try to minimise any adverse impact on

you.

- 4.5. **Applicants** - There are also occasions when the University may continue to offer a course to applicants, but its content may be significantly different from the description of the course in its prospectus or other promotional material as the quality and scope of courses are improved. In such cases, the University will contact applicants to let them know and will do everything possible to offer a place on an alternative course if the changes mean the course no longer meets their needs. Applicants who have accepted an offer would also have the opportunity to withdraw from the course.

5. Events Outside of Our Control

- 5.1. Courses and University services may be subject to change. Changes may be necessary to comply with legal and regulatory requirements.

Circumstances may arise outside the reasonable control of the University, leading to required changes. The University shall not be liable to you for events outside of its control which it could not have foreseen or prevented, even if we had taken reasonable care. Such events include, but are not limited to: strikes, other industrial action, staff illness, over or under demand from students, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, natural disaster, restrictions imposed by government or public authorities, significant changes to our funding or government higher education policy; epidemic or pandemic disease, or failure of public utilities or transport systems.

- 5.2. Should any such circumstances arise, the University reserves the right to change or cancel parts or all, of your course. The University will give you as much notice as possible and take reasonable and proportionate steps to mitigate any adverse impact on you.

6. Fees

- 6.1. Fees for your Course will be detailed in your Offer Letter.
- 6.2. The University and LHISC reserves the right to review its fees on an annual basis, and any fee increase will align with government policy and/or changes in the law and, in all circumstances, will not exceed 10% of the annual course fee. In addition, tuition fees may be subject to increases in line with inflation, to reflect the cost of delivering courses. If the University or LHISC decides to increase fees, you will be notified in writing as soon as possible.
- 6.3. For courses delivered by LHISC, fees will be payable to Malvern HE Partnerships (the delivery partner for LHISC). Once you have progressed to a programme delivered by Liverpool Hope University then fees will be payable directly to the University.
- 6.4. LHISC may, at their discretion, agree that you may pay Tuition Fees in instalments. If there is an agreement to payment by instalments, you must

make payment in accordance with the agreed instalment plan. Any such payment plan must be agreed before you enrol.

- 6.5. All monies payable by you are set out in the Invoice and are required to be paid not later than eight (8) weeks prior to the published Course start date, as advised in your offer, or by the dates specified in your instalment plan.
- 6.6. Prior to enrolment, and before you will be issued with a Confirmation of Acceptance for Studies (“CAS, you will need to pay any applicable advance fee(s) (the “Initial Payment(s)”. Please note that certain territories may be deemed high risk by UK Visas and Immigration (“UKVI”) for visa issuance purposes. If you are a national of a territory that may be considered high-risk, you may be required to pay a higher amount in respect of your Initial Payment(s). All CAS are issued by the University and issuance of the CAS is at our discretion.
- 6.7. Fees may vary should you choose to defer, extend or change your studies.
- 6.8. In addition to the Initial Payments (as applicable), there may be other costs associated with your Course including course materials, field trips and miscellaneous expenses.
- 6.9. You will be required to pay a registration fee of £200 which will be invoiced at the time of booking your course. This is a non-refundable payment deposit.
- 6.10. LHISC reserve the right to charge VAT on tuition fees as appropriate due to a change in circumstance, for example due to a change in law.
- 6.11. Where any fees are not paid by the payment due date stated on the Invoice, interest may be charged on any outstanding fees at the rate of 2.5% above the base rate of HSBC Bank Plc per month from the payment due date until the date payment is received.
- 6.12. The University reserve the right to Terminate your place on the Course if you do not pay any 3 fee(s) due by the specified due date. The University further reserve the right to withhold any academic certificate and/or awards if any tuition fee(s) remain outstanding at the end of your Course.
- 6.13. The University reserve the right to delay or refuse progression into any further years of study should any debt be outstanding to Malvern HE Partnership at the conclusion of your study with the LHISC.
- 6.14. Any further year(s) of study with Liverpool Hope University will incur additional fees set by, and payable to, Liverpool Hope University. The University will at that point raise a tuition fee invoice for the full academic year and you are liable for this payment. You are also responsible for the timely payment of your tuition fee for each academic year of study and any additional costs that you may incur (such as library fines or fieldwork costs). The tuition fee levels are set out at the following link:

www.hope.ac.uk/undergraduate/feesandfunding

- 6.15. If you decide to withdrawal from your studies then the amount of fees you have to pay after your withdrawal will depend on when you withdraw, the type of course you are studying and how your fees are paid. Your end date is your last day of engagement, not the date your withdrawal form is completed. This includes, but is not limited to, attendance in person at a timetabled session (lecture, tutorial or seminar), attending an online session (lecture, tutorial, seminar or meeting), attending an academic appointment or handing in work. Your last day of attendance will be the date communicated to the Student Loans Company (if applicable) to ascertain the amount of maintenance loan you are entitled to.
- 6.16. If you withdraw in the final term, your fees will not be refunded.

7. Criminal Convictions

- 7.1. You will be asked to declare if you have any unspent "relevant" criminal convictions during the registration task. Further details can be found in the [Policy](#). If you declare a relevant criminal conviction this could have an impact on your offer. If you know that you will need to make a declaration you should seek advice as soon as possible from caseworker@hope.ac.uk so that this does not delay your registration.
- 7.2. If, following an offer from the University, you receive a criminal conviction which should be declared or a change in your circumstances means that you no longer meet the course specific requirements, you must declare this to the University at the earliest opportunity. Please refer to the Criminal Convictions Policy for information on "relevant" convictions. The University reserves the right to withdraw the offer of a place and/or terminate your contract.

8. Intellectual Property

- 8.1. Where you are registered on any Course at the University and where you are not considered to be an employee of the University, you will own all intellectual property ("IP") that you create and/or develop while you are studying at the University, subject to the exceptions below.
- 8.2. Exceptions to your sole ownership of intellectual property:
- 8.2.1. Where you generate IP as part of an activity where a third party requires ownership (e.g. where on placement your host requires ownership, or where you are sponsored and your sponsor requires ownership)
 - 8.2.2. Where you generate IP that builds upon existing IP generated by employees of the University.
 - 8.2.3. Where you generate IP that you jointly create and/or develop with employees of the University.

9. Liverpool Hope Students' Union

- 9.1. The Liverpool Hope Students' Union (LHSU) is a separate organisation from the University. Except to the extent required by law, the University is not responsible for the acts or omissions of the LHSU, whether taking place on campus or elsewhere.
- 9.2. When you register as a student with the University, your details will be passed to LHSU and you will automatically become a member. However, you have the option to opt out at the outset or during the course of your studies. Please contact unionmanager@hope.ac.uk if you wish to opt out.
- 9.3. If you choose not to be a member of LHSU, you will not be unfairly disadvantaged. However, you will be prevented from voting in meetings, elections or referenda of LHSU or holding office at LHSU.

10. Data protection

- 10.1. The University will collect a range of personal information about you as part of the application and registration procedures and in relation to your academic progress and time spent as a student. The University and organisations we work with to deliver our Courses will hold and process this data in accordance with its legitimate aim and will use this to support you on your Course and for the administration and management of the University.
- 10.2. The University controls and processes your personal data in compliance with our obligations under the UK General Data Protection Regulation and Data Protection Act 2018.
- 10.3. The University's privacy statements are available [here, which may be updated from time to time](#). This provides more details as to how the University collects, retains and processes your personal data.

11. Student Wellbeing

- 11.1 If you have a disability the University and the LHISC will seek to support you whenever possible and reasonable to do so. If you have not yet disclosed that disability, we would encourage you to do so at the earliest opportunity. We would normally document the support to be provided. Even if you have already disclosed a disability, please make sure you disclose this to your tutor who will inform the Student Life Team via studentlife@hope.ac.uk
- 11.2 It is important that before you accept any offer of a place you disclose any additional needs in order to establish what support is available and for the University to ensure this can be arranged. You should be aware that if you choose not to disclose your disability or to limit that disclosure you may not be able to access the full range of support available.

12. Liability

- 12.1. The University and/or Malvern HE Partnerships will be liable to you for any direct loss or damage that you suffer if the University or Malvern HE Partnerships either fails to carry out its obligations under these terms and conditions to a reasonable standard or breaches any relevant duty owed to you by law, but not to the extent that such failure is attributable to your own fault and/or the fault of another party.
- 12.2. The University and Malvern HE Partnerships are not responsible for any loss or damage that is not reasonably foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the University or Malvern HE Partnership's breach, or if it was contemplated by the University or Malvern HE Partnerships and you at the time the contract was entered into.
- 12.3. Nothing shall limit our liability to you in the event of your death or personal injury caused by the negligent act or omission of our staff save to the extent that such death or personal injury was contributed to by your own act or omission or that of a third party.
- 12.4. The University and Malvern HE Partnerships do not exclude or limit in any way its liability for fraud or fraudulent misrepresentation, or any other act or omission for liability which may not be limited by law.
- 12.5. Subject to Clause 12, our liability to you for all other loss or damage suffered by you in connection with your contract with the University shall be limited to 150% of the total sums paid by you whilst registered on your course.

13. Termination

- 13.1. The contract and relationship between you and the University/LHISC will end if:
 - 13.1.1. you withdraw from the University;
 - 13.1.2. you are required to withdraw or your studies are terminated in accordance with the Student Code of Conduct and Disciplinary Procedure, subject to your right to appeal under these procedures;
 - 13.1.3. you are required to withdraw as a result of a decision reached by the Continuation and Award Board regarding your academic performance, subject to your right to appeal under these procedures;
 - 13.1.4. you fail to attend in accordance with the Regulations.
 - 13.1.5. you fail to pay your tuition fees in accordance with the University Fees Regulations.
 - 13.1.6. between accepting an offer and starting your Course there is a change in your circumstances and you are no longer eligible to take up your place of study subject to your right to appeal under the Admissions Policy.

- 13.1.7. your circumstances change and you are no longer able to comply with the policies, rules and regulations, and requirements of the University as summarised in the Student Guide, subject to your right to appeal under the relevant procedures;
- 13.1.8. the University finds that you have provided inaccurate, incomplete, false or misleading information or you have failed to provide all relevant information, relating to your application to study on the Course. This is subject to your right to appeal under the relevant University procedures;
- 13.1.9. your behaviour breaches the Student Code of Conduct and / or poses risk to the health, safety or welfare of yourself or others as detailed in any applicable [Fitness to Practise Procedure](#)
- 13.1.10. <https://www.hope.ac.uk/media/gateway/studentgateway/supportandwellbeing/studentadministrationdocuments/FtP%20Policy%2005Jul22.pdf>
- 13.1.11. and [Fitness to Study Policy](#),
- 13.1.12. <https://www.hope.ac.uk/media/gateway/studentgateway/supportandwellbeing/studentadministrationdocuments/Fitness%20to%20Study%20Policy%20March%202024.pdf>
- 13.1.13. subject to your right to appeal under these policies;
- 13.1.14. you are convicted of a criminal offence in the UK or an equivalent offence of any other country where the University considers, in its sole opinion, that the offence is inconsistent with you remaining a student
- 13.1.15. you fail to comply with the conditions of your visa, (including failure to meet the minimum attendance requirements as outlined within the Malvern Attendance Policy) and/or you cannot demonstrate your entitlement to study in the UK. Note, the University also reserves the right not to request the issuance of a further CAS (if required) if, in our reasonable opinion, the risk of rejection is too high. As stated above, the issuance of a CAS is subject to you meeting certain criteria including, but not limited to, your financial status and, in some cases, a satisfactory interview.
- 13.1.16. the University withdraws you from your Course for any reason as permitted by the University Regulations and Policies.

14. General

- 14.1. If any section of this contract is or becomes void or unenforceable it will not affect the validity or enforceability of the other sections of this contract.
- 14.2. This contract is personal to you. A person who is not party to the contract (including without limitation any party that is responsible in whole or part for your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

- 14.3. Failure to enforce any of the sections in this contract will not constitute a waiver of any section and will not affect the University's right to enforce that or any other section.
- 14.4. You will be responsible for informing the University of any changes to your contact details. Any notices or information sent to the last email and postal address provided by you will be deemed to have been properly sent.
- 14.5. This contract shall be governed by and construed in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the courts of England.

15. If Things Go Wrong

- 15.1. If you have a complaint about the University which relates to your application, you should follow the [Applicant Appeals and Complaints Procedure](#).
- 15.2. If you have a complaint and you are already registered with the University, it is recommended that you use the Students Complaints Procedure which is intended to resolve any complaints by you as promptly, fairly and amicably as possible. If, having followed the [Students Complaint Procedure](#) to completion, you remain dissatisfied; you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (<http://www.oiahe.org.uk/>).

16. Questions about Your Student Contract

When you have reviewed the information provided, you may direct any questions or concerns about your Student Contract to caseworker@hope.ac.uk before you accept.

Appendix 2 – Pre-Arrival and Post-Arrival Cancellation and Refund Terms

The below table sets out both our Pre-Arrival and Post-Arrival cancellation

Pre-Arrival cancellation and refund terms				
Reason	Administration fee	Tuition fee deposit payment	Additional fees	Insurance fee
Student at fault				
Visa refusal	No	No	N/A	Yes
Failure to meet enrolment conditions	No	No	N/A	No
Malvern / University at fault				
Processing error	Yes	Yes	Yes	Yes
Where a programme is change by Malvern and it is not acceptable to the student	Yes	Yes	Yes	Yes
No fault of the student or Malvern / University				
Visa refusal	No	Yes	Yes	Yes
Student can't achieve the entry requirement for their course of their CAS	No	Yes	Yes	Yes
Post-Arrival cancellation and refund terms				
Reason	Administration fee	Tuition fee deposit payment	Additional fees	Insurance fee
Student at fault				
The student cancels / withdraws to enrol at a new UK institution	No	Any tuition fee deposit is retained. Where deposit is less than full fee, the fee for the current and next term will be charged		No
The student withdraws, is expelled, or fails to attend	No	Any tuition fee deposit is retained. Where deposit is less than full fee, the fee for the current and next term will be charged		No
Malvern / University at fault				
Where a programme is change by Malvern and it is not acceptable to the student	Yes	Yes	Yes	Yes
No fault of the student or Malvern / University				
The student takes an authorised interruption of study	No	Any fees relating to future terms where no teaching was received to be carried over to the new course		No
The student takes an authorised interruption of study but then subsequently withdraws	No	Any tuition fee deposit is retained. Where deposit is less than full fee, the fee for the current and next term will be charged		No
The student cancels / withdraws to return to their home country due to exceptional circumstances	No	Subject to the student's insurance policy claim		